

**STATE UNIVERSITY OF NEW YORK
AT STONY BROOK
AGREEMENT OF APPOINTMENT**

The State University of New York is a corporation organized and existing under the laws of the State of New York, with its principal place of business located at State University Plaza, Albany, New York 12246, acting for and on behalf of the State University of New York at Stony Brook, Stony Brook University Hospital (“Stony Brook”). Stony Brook is committed to offering Graduate Medical Education (“GME”) training programs that meet the institutional and special requirements of the Essentials of Accredited Residencies adopted by the Accreditation Council for Graduate Medical Education (“ACGME”), the Commission on Dental Accreditation (“CODA”), and the Council on Podiatric Medical Education (“CPME”).

This is an agreement between Stony Brook and the undersigned Resident/Fellow <<First Name>> «MiddleName» «LastName», «Credentials». This agreement outlines the terms and conditions of the appointment of resident physicians of Stony Brook who care for patients under the supervision of attending staff (“Medical Staff”) to these programs.

The terms of this agreement of appointment cover the period of <<StartDate>> through <<EndDate>> as a PGY -<<PGY>> in the GME <<Program>> program sponsored by Stony Brook. You are appointed for one year, effective <<StartDate>>, and ending <<EndDate>> as a temporary member of the Medical Staff at Stony Brook. These appointments are subject to renewal on an annual basis upon the recommendation of your Program Director and, in accordance with the laws of this State and the policies of the SUNY Board of Trustees, and subject to the final approval by the Dean of the School of Medicine. Although this temporary appointment is expected to continue through the duration of training, it may be ended at any time.

I. As a Resident in a program sponsored by Stony Brook University Hospital:

A. You are entitled to:

- (i) an educational and work environment free of intimidation and retaliation, and
- (ii) compensation as set forth below:

a. Financial Support: You will receive an annual salary of <<Compensation>> which includes base salary with a living allowance of \$2,500 and additional location pay of \$3,026 paid by New York State subject to any changes as may be contractually negotiated. Annual salary will be paid as presented to the Graduate Medical Education Committee and disclosed to applicants.

b. Benefits which include but are not limited to:

- Vacation and Sick leave
- Health Insurance
- Disability insurance
- Parental, caregiver, or medical leave of absence

c. Professional Liability Coverage: Residents and Fellows are covered for general and professional liability under NYS Public Officers Law §17, which affords protection to State employees in the event that such employees are sued individually as a result of any lawsuit which occurs while the employee was acting within the scope of their public employment or duties. The State will provide defense counsel and pay any judgment or settlement. The employee must fully cooperate and follow all State requirements. This is subject to approval by the NYS Attorney General and Comptroller.

d. Employment: Your employment is with the State of New York, which includes salary and benefits

e. Policies and Procedures governing Graduate Medical Education are located at <https://renaissance.stonybrokmedicine.edu/gme/policy>; they include but are not limited to:

- Leave of Absence and Effect of Leave for satisfying completion of training program
- Grievance and Due Process
- Counseling, Medical, Psychological Support Services
- Identification, Treatment and Prevention of Physician Impairment and Substance Abuse
- Prevention and Reporting Sexual and Other Forms of Harassment
- Residency Program Closure/Reduction
- Clinical Experience, Learning Environment, and Education Compliance
- Moonlighting Guidelines
- Accommodation for Disabilities
- Supervision of Residents
- Pharmaceutical Vendor/Corporation Relationships
- Response to Hospital Closure

B. Restrictive Covenants – No resident/fellow will be required to sign a restrictive covenant or a non-competition guarantee.

Appointment: Before beginning your employment, you shall have graduated from a school offering programs accredited by the Liaison Committee on Medical Education, the Commission on Osteopathic College Accreditation, or the Commission on Dental Accreditation, Council on Podiatric Medical Education, or a program registered with the NYS Education Department or accredited by an organization acceptable to the State Education Department. Additionally, you must provide Stony Brook with necessary information to obtain primary source verification of your education/training and employment beginning with your undergraduate degree. You must pass a

criminal background check, a drug screen, a completed health physical examination acceptable to the institution's Employee Health Service, and all required processing by the Medical Staff Office. Additionally, you must comply with all of the Hospital's vaccine and related booster requirements, including but not limited to those related to COVID-19. The duration of your temporary appointment is expected to be one year.

Graduates of foreign medical schools must have had at least four (4) credit years at a medical school listed in the World Directory of Medical Schools at the time of graduation and must have received a valid certificate from the Educational Commission for Foreign Medical Graduates (ECFMG). Graduates of foreign medical schools must meet any applicable regulation set by the NYS Department of Health for appointment, including the "12-week rule." If you are not a citizen of the United States, this agreement is contingent upon your being a permanent resident, having employment authorization identification, TN visa (dental residents only), or having a J-1 visa sponsored by ECFMG during the term of your appointment. Other acceptable employment status may be allowed on a case by case basis subject to approval by the Graduate Medical Education Committee ("GMEC").

ACGME Residency Appointment is contingent upon demonstrating successful completion of (1) all available components of USMLE by the second attempt (Step 1 and all available components of Step 2 at the time the test was taken by candidate), or (2) successful completion of all available components of COMLEX by the second attempt (Level 1 and all available components of level 2 at the time the test was taken by candidate). Additional attempts may be permitted on a case by case basis subject to approval by the GMEC.

Dental Residency Appointment is contingent upon demonstrating successful completion of (1) National Board Dental Examinations Parts I and II, or (2) the Integrated National Board Dental Examinations.

Podiatric Residency Appointment is contingent upon demonstrating successful completion of National Board of Podiatric Medical Examiners Parts I and II.

Fellowship Appointment is contingent upon demonstrating successful completion of (1) (a) an ACGME-accredited Residency (b) a program with ACGME International (ACGME-I) Advanced Specialty Accreditation, or (c) a Royal College of Physicians and Surgeons of Canada (RCPSC)-accredited, or (d) College of Family Physicians of Canada (CFPC)-accredited residency program located in Canada, and (2) successful completion of USMLE Step 3 by the 2nd attempt or COMLEX Level 3 by the 2nd attempt prior to entering fellowship. Additional attempts may be permitted on a case by case basis subject to approval by the GMEC.

Reappointment: For reappointment, you will be subject to satisfactory performance of your duties and educational progress as determined by your Program Director.

Grievance/Due Process: Dismissal, or any action, including non-renewal of agreement, which may significantly threaten a resident/fellow's intended career development, may be recommended by a Program Director based on substantial non-compliance, egregious behavior, or clinical or professional incompetence of a resident/fellow. An appeal process is available as described in the GME Policy and Procedures (Grievance Procedure/Due Process) located at <https://renaissance.stonybrookmedicine.edu/gme/policy>. This policy also includes the process for a resident/fellow to have their complaints and grievances related to the work environment and/or issues related to the training program or faculty addressed.

II. Resident/Fellow Responsibilities: The resident/fellow will:

- a. **Adhere to all Stony Brook GME policies and procedures.**
- b. **Develop and participate** in a personal program of self-study and professional growth with guidance and supervision from Stony Brook's teaching staff, and participate in safe, effective and compassionate patient care consistent with the resident/fellow's level of education and experience.
- c. **Participate fully in the educational activities** of the training program and assume responsibility for participation in the teaching of more junior physicians, of medical students and of students in allied health professions.
- d. **Be subject to the Policies** of the Board of Trustees of the State University of New York, the Policies and Procedures of the Stony Brook University Hospital and its affiliated institutions, and the Department to which the resident/fellow has been appointed.
- e. **Participate in the standing committees** of the Medical Staff and institutional committees, as assigned by the Program Director, especially those that relate to patient care review activities that promote patient safety and resident/fellow well-being in a supportive educational environment.
- f. **Take the Specialty/Subspecialty Board Examination when first eligible** during or upon completion of specialty/subspecialty training. The program director, based on the resident/fellow's individual performance and the requirements of the relevant specialty board, will determine the eligibility of the resident/fellow to take the Specialty/Subspecialty Board Examination. If the resident remains in good standing and has satisfied the criteria set by the relevant Specialty Board, they should reasonably expect to take the examination.
- g. **Abide by the Code of Ethics** set forth in the New York Public Officers Law, Section 74, and any other code of ethics or code of conduct adopted by the Hospital or School of Medicine.
- h. **Agree to remain employed for the full period of appointment unless suspended or terminated pursuant to due process procedures contained in the GME Grievance/Due Process policy.**
- i. **Sign Renewals of this Agreement by the Deadline** Temporary appointments to a residency/fellowship program are reviewed on a yearly basis. **If a resident/fellow is offered a renewal to this agreement, the resident/fellow agrees to sign the renewal agreement no later than the May 15 prior to the new academic year beginning July 1 or 45 days prior to promotion for off-cycle appointments. Failure to sign the renewal by the deadline will result in automatic non-renewal, and will not be subject**

to appeal.

- j. **Communicate directly with the Program Director for any absences.** The Resident/Fellow is expected to communicate directly with the Program Director in the event he/she is unable to participate in the training program for any period of time. The Program Director may grant a leave in times of exceptional circumstances. If a resident/fellow is absent without leave for three (3) days or more, he/she may be considered to have resigned voluntarily from the training program unless he/she submits a written explanation of any absence taken without granted leave within five (5) days of the first day of absence. Residents/Fellows that do not communicate any absence will result in termination from the training program.
- k. **The residency/fellowship rotation** for the period of this agreement will be in accordance with the applicable Review Committee of ACGME, CODA, or CPME with regard to standards, and policies and procedures. When rotating to another service or affiliate institution, the resident/fellow will be responsible to the service/affiliate to which he/she is assigned.
- l. **Agree to accept all assignments of duty** and to meet all mandatory academic responsibilities required by the Program Director and/or Chief of Service or their designee. All duties shall be performed in a professional and satisfactory manner.
- m. **Comply with the Clinical Experience and Education/Work Hour policies** of Stony Brook and the training program to which the resident/fellow is appointed. This includes accurate and honest reporting of work hours.
- n. **Complete surveys and data entry** regarding patient outcomes and clinical and educational experience in an accurate and honest manner.
- o. **Agree to demonstrate responsiveness to patient needs that supersedes self-interest.**
- p. **Agree to care for patients** in an environment that maximizes effective communication by participating as a member of effective interprofessional teams that are appropriate to the delivery of care in the specialty.
- q. **Comply with personal well-being regulations** by obtaining individual or family health insurance coverage. If the resident/fellow waives participation in the health insurance programs offered at Stony Brook, proof of alternative health insurance coverage must be provided.
- r. **Adhere to the training program's call schedule and schedule of assignment.**
- s. **Develop an understanding of ethical, socioeconomic and medical/legal issues** that affect GME and the practice of medicine. Learn cost containment measures in the provision of patient care.
- t. **Attend all GME mandatory seminars.**
- u. **Complete the medical records** for assigned patients within three (3) days of the discharge or death of the patient. Failure to comply with this provision may be cause for disciplinary action.
- v. **Adhere to the ACGME Institutional Requirements, ACGME Common Program Requirements, and to the ACGME-RRR Specialty-Specific Program Requirements for Medical residents and fellows . Dental residents are expected to adhere to CODA requirements. Podiatry residents are expected to adhere to CPME requirements.**
- w. **Participate in the evaluation of the training program and its faculty.**
- x. **Comply with state and federal rules and regulations** pertaining to residents/fellows.
- y. **Comply with Stony Brook and its affiliated institution requests** which may include, but are not limited to, criminal background checks, substance abuse testing, and health screenings.
- z. **Not participate in moonlighting or any other professional activities outside the training program.** Residents/Fellows are prohibited from moonlighting unless expressly agreed to, in writing, by the GMEC. Any secondary employment or professional activities outside the training program may not exceed duty hours prescribed in the current Policy on Duty Hours.
- aa. **Comply with all annual training requirements** (i.e., Fire Safety, Right-to-know, Infection Control, Patient Safety, HIPAA, etc.).
- bb. **Obtain an annual Health Assessment** including a PPD, if applicable.
- cc. **Return all hospital property and complete all medical records before the last day of employment.**
- dd. **Execute the Photo/Video Consent annexed hereto as Exhibit A, which terms and conditions shall be incorporated herein by reference.**

I attest that I understand the above information and agree to accept the conditions for appointment at Stony Brook. I understand that this agreement is in effect for one year. If any policies are revised, I understand I will be notified of the revisions and will be able to access them on the Stony Brook website.

<<:sig1_____>>

«FirstName» «MiddleName» «LastName», «Credentials»
Resident

<<:sig2_____>>

<<ProgramDirector>>, <<ProgramDirectorTitle>>
<<Program>>
Program Director

<<:sig3_____>>

Deepak S. Desai, MD
Designated Institutional Official

SAMPLE

EXHIBIT A

Photo / Video Consent

I understand that a photograph, video recording, audio recording or other electronic or digital method of recording my likeness taken of me by the State University of New York at Stony Brook and/or Stony Brook University Hospital, the Graduate Medical Education Department, their employees or agents (hereinafter, the "University") may be used by the University for advertisement, publicity or information distribution.

I hereby irrevocably authorize the University to copy, publish, exhibit or distribute in any legal manner, any and all images, videos, audio recordings and electronic or digital recordings in which my likeness appears. I further waive any right to inspect or approve any advertisement, publication or information piece in which my likeness appears.

I agree that the University is the exclusive owner of all copyright and other rights in such photographs, recordings or videotapes and the University may use and license such photographs, recordings or videotapes in any manner and in any media now known or hereafter discovered or developed.

I hold the University harmless and release and discharge the University, its employees and agents from any claims, demands or causes of action which I, my heirs, representatives, executors, administrators or other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

<<:sig1_____>>

«FirstName» «MiddleName» «LastName», «Credentials»
Resident